

**Agenda
City of Dunnellon
City Council Workshop Meeting
20750 River Drive, Dunnellon, FL 34431
February 12, 2020
5:30 p.m.**

Following the 3:30 p.m. Special Council Workshop

PLEASE NOTE: Individuals wishing to address City Council are required to sign in at the beginning of the meeting or you will not be recognized. A three-minute time limit will be strictly administered. You may address the Council one time only unless you are scheduled to speak on the agenda.

PLEASE TURN CELL PHONES OFF.

Call to Order

Pledge of Allegiance

Opening Prayer/Moment of Silence (suggested time limit: 1 minute Mayor to request if any invitee is present to open with prayer; if no invitee is present, Mayor will ask if a Dunnellon citizen will volunteer. If no volunteers, a moment of silence will be offered. If a citizen outside of Dunnellon requests to open with prayer, (s)he may do so if no invitees/citizens volunteer.)

Roll Call

Proof of Publication Posted on City's website and City Hall bulletin board on Wednesday, February 5, 2020.

One or more members of the same City of Dunnellon advisory board may attend this meeting and may speak to Council.

1. **Dunnellon Chamber & Business Association Report**
2. **Board Reports**
3. **Agreement AGR2020-05, Rainbow Springs Art Inc.**

Documents:

[RSA w 10 percent discount - 2020-2023 FINAL DRAFT 1-29-2020dmb.pdf](#)

4. **Short Tower Way Conceptual Parking Plan**

Documents:

[Short Tower Way.pdf](#)

5. **Presentation - Joe Williams, Raftelis - Impact Fee Study**
6. **Presentation - Chief McQuaig - Police Facility**
7. **Cops Grant - Chief McQuaig**

Documents:

[Cops Grant Agenda Summary.pdf](#)

8. Planning Commission Vacancies

Documents:

[Planning Comm Application Agnd Sum Frm.pdf](#)

9. Agreement AGR2020-04, Voluntary Cooperation/Operational Assistance Agreement for 2019-2020 with Sheriff of Marion County

10. Resolution RES2020-04, City Beach User Fee

Documents:

[RES2020-04 City Beach User Fees Amending 2018-39 - FINAL.pdf](#)

11. Council Comments

- DCBA - Mayor Burns

12. City Attorney Comments

13. City Administrator Comments

14. Public Comments

Tentative Agenda for Council Meeting Monday, February 17, 2020 at 5:30 p.m.

Consent Agenda

- Approval of Minutes
- Ratify Proclamation #PRO2020-01, Martin Luther King Jr. Day
- Ratify Proclamation #PRO2020-02, Four Chaplains Sunday
- Agreement AGR2020-05, Rainbow Springs Art Inc.
- Agreement AGR2020-04, Voluntary Cooperation/Operational Assistance for 2019-2020 with Sheriff of Marion County
- Authorize Application for COPS Grant

Regular Agenda

- Presentation, Rainbow Springs State Park Restoration - Larry Steed, Park Manager
- Status Report - Chief Banta
- Resolution 2020-04, City Beach User Fees

Any Person Requiring a Special Accommodation at This Hearing Because of a Disability or Physical Impairment Should Contact the City Clerk at (352) 465-8500 at Least 48 Hours Prior to the Proceeding. If a Person Desires to Appeal Any Decision with Respect to Any Matter Considered at the Above Meeting or Hearing, He or She Will Need a Record of the Proceeding, and for Such Purpose, He or She May Need to Ensure That a Verbatim Record of the Proceedings Is Made, Which Includes the Testimony and Evidence Upon Which the Appeal Is to Be Based.

The City Is Not Responsible for Any Mechanical Failure of Recording Equipment.

AGREEMENT #AGR2020-05
MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (hereinafter "Agreement") made and entered into this ____ day of _____, 2020, by and between THE CITY OF DUNNELLON (hereinafter "City") and RAINBOW SPRINGS ART, INC. (hereinafter "RSA"), a Florida Not for Profit Corporation with a mailing address of 20804 West Penn Avenue, Dunnellon, Florida 34431. For purposes of this Agreement, City and RSA shall be referred to collectively as "the Parties."

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. PROPERTY.

a) The City hereby agrees to permit RSA, to utilize portions of a building on property located at 20804 West Pennsylvania Avenue, Dunnellon, Florida 344231, more particularly described as:

Lots 467, 468, and 484, of Plat Book A, Page 174, of the Public Records of Marion County, Florida.

The portions of the building which RSA is permitted to utilize are depicted as Exhibit "A" attached hereto and made a part of this Agreement. The portion of the building depicted in Exhibit "A" shall be referred to as "the Property."

The area of the Property labeled as A-1A on Exhibit "A" may be used by the community and/or community groups at the discretion of the City.

b) The Parties agree that the Property comprises a total of approximately 1,350 sq.ft.

i. RSA shall share with the City and any building tenants access to and use of the following parts of the building or property not located in the Property: existing parking lot and restrooms.

ii. The City shall have full access to the Property in order to reasonably maintain the building in accordance with the terms of this Agreement.

c) Signage on the property identifying RSA shall include the phrase "in Dunnellon" accordingly:

Rainbow Springs Art in Dunnellon

Letters on the sign included within the phrase "Rainbow Springs Art in Dunnellon" shall be of similar scale and dimension.

40 d) RSA shall identify itself as “Rainbow Springs Art in Dunnellon” on its logo for any
41 and all press and print releases.

42
43 e) RSA traditionally holds the “Annual Rainbow Springs Art Festival” (the “Festival”)
44 over a one or two-day period in November on an annual basis in the City’s Boomtown
45 Historic District. RSA shall continue to hold the Festival within City limits for the
46 duration of this Agreement.

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48 2. TERM.

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50 a. The term of this Agreement shall commence on September 1, 2020 and shall continue
51 per the provisions of this Agreement until December 31, 2023.

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53 b. While not a binding requirement, the Parties mutually agree and acknowledge that it
54 would be best to discuss renewal of this Agreement, extension of this Agreement,
55 and/or any other arrangement(s) regarding RSA’s future rental of the Property at least
56 six (6) months prior to the expiration of the term of this Agreement.

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58 3. RENT.

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60 a. All rent payable to the City under this Agreement shall be paid and given at 20750
61 River Drive, Dunnellon, Florida 34431, or such other address as the City shall specify
62 in writing.

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64 b. Unless paid in advance on an annual basis per Section 3(c) of this Agreement, RSA
65 will pay to City rent for use of the Property at a rate of \$500.00 per month. Rent shall
66 be due on the first day of each month. If rental payment is not made payable to and
67 received by the City on or before the tenth day of any month, then RSA shall be in
68 material breach of this Agreement.

69
70 c. If RSA makes its payment annually in advance, then RSA will receive a 10% discount
71 for the year paid in advance according to the following schedule:

- 72 • September 1, 2020 – August 31, 2021 \$5400 - Due prior to September 1,
73 2020 to receive discount.
74 • September 1, 2021 – August 31, 2022 \$5400 – Due prior to September 1,
75 2021 to receive discount.
76 • September 1, 2022 – August 31, 2023 \$5400 – Due prior to September 1,
77 2022 to receive discount.
78 • September 1, 2023 – December 31, 2023 \$1800 – Due prior to September 1,
79 2023 to receive discount.

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4. USE.

- a) RSA shall use and occupy the Property solely for use as a membership-based artists' cooperative and classroom. RSA will also offer programs (i.e. art classes and lectures) to the public as a service to the citizens of Dunnellon and the surrounding communities. Special focus will be on offering art enrichment programs to community members including children and seniors. Expenses for classes and lectures may be recovered by the RSA. No other use shall be made of the Property without prior, written consent of City.
- b) RSA will not use or permit the Property to be used for any illegal or improper purposes, nor permit any disturbance, noise, or annoyance whatsoever, detrimental to the Property or to the comfort of its neighbors.
- c) RSA will be responsible for any code enforcement fines, liens, or judgments that may become due upon the Property, for which it is determined that RSA is responsible, in a timely manner.
- d) RSA shall promptly notify City of any problems that may arise regarding the Property and/or use of the Property.
- e) Nothing herein shall be construed to create a partnership relationship with City and RSA in any way.

5. UTILITIES & SERVICES.

- a) As of the date of the execution of this Agreement the remainder of the building in which the Property is located is leased to a tenant that is contractually obligated to provide all operating expenses and utilities for the entire building including, but not limited to: water, electric, sewage, stormwater and waste removal (collectively "Utilities") for the duration of its lease. Should such lease expire or be terminated so that such space is not leased, then RSA shall be responsible for providing all Utilities to the building until such time as a new tenant is secured for the remainder of the building or as otherwise agreed by the Parties.
- b) RSA shall secure and pay for any and all services utilized by RSA during the term of this Agreement, including but not limited to: telephone, cable, and internet services.

118 c) The City shall not be responsible for and will not provide any Utilities or services to RSA,
119 the Property, or the building in which the Property is located during the term of this
120 Agreement.

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122 6. INSURANCE.

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124 a) The City shall keep the building in which the Property is located insured against loss by
125 fire or casualty with extended coverage in an amount of not less than the replacement value
126 of the building.

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128 b) RSA shall at all times and at its sole expense maintain public liability insurance policies
129 on the Property with limits of at least \$1,000,000.00 (One Million Dollars) for personal
130 injury, death and property damage, with waiver of subrogation against the City. The City
131 shall be entitled to require an increase in the coverage limits required under this
132 subparagraph by written notice to RSA, provided that any increase shall be reasonable and
133 consistent with prevailing market coverage limits for similarly situated properties and
134 activities. Said public liability policies shall carry both the names of the City and RSA as
135 named insured. RSA shall provide the City with a certificate evidencing the public liability
136 and insurance coverage at the time this Agreement is entered into and shall provide such
137 certificate annually thereafter or upon the renewal dates of said policies. RSA shall keep
138 all receipts showing payment of premiums were made on or before each premium due
139 date. All policies required to be obtained by RSA shall contain a provision that the
140 company writing said policy will provide the City thirty (30) days notice in writing in
141 advance of any cancellation or lapse or the effective date of any reduction in the amounts
142 of insurance. All policies shall be written as primary policies, not contributing with and
143 not in excess of any coverage which the City may carry.

144 c) RSA shall be solely responsible for maintaining insurance against loss by fire and other
145 casualty on its furniture, fixtures, inventory, equipment, supplies, and other personal
146 property.

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148 d) RSA agrees to, and shall at all times, indemnify, defend and hold the City harmless from
149 and against any and all liability, loss, claim, suit, damage, charge or expense which the
150 City may suffer, sustain, incur, or in any way be subjected to, on account of death of or
151 injury to any person whomsoever and damage to or loss of or destruction of any property
152 whatsoever, arising from, or in any way connected with, upon, or at the Property, or the
153 occupancy or use by RSA of the Property or any part of the real property and/or grounds
154 upon which the Property is located, or occasioned wholly or in part by any act or omission
155 of RSA, its employees, customers, or other parties not under the direct supervision of the
156 City. In case the City shall be made a party to any claim or litigation for death or injury to
157 person or damage to or loss of property commenced by RSA or anyone else against the
158 City arising out of RSA's use or occupancy, then RSA shall defend, indemnify, and hold
159 the City harmless and shall pay all costs, expenses and reasonable attorneys' fees of the
160 City's attorneys incurred or paid by the City in connection with such claim or litigation
161 within thirty (30) days of receipt of any invoice pertaining thereto. Notwithstanding the
162 foregoing, in no event shall RSA be required to indemnify, defend or hold the City harmless

163 from any liability, loss, claim, suit, damage, charge or expense that is proximately caused
164 by the intentional or negligent act or omission of the City.

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166 e) RSA will pay for any and all applicable workers' compensation insurance for any and all
167 employees of RSA as may be required by Florida Law.

168
169 f) RSA, its successors, sublessees, and assigns, shall be responsible, at no cost to the City, for
170 any remediation of any hazardous substances on the Property or any part of the real
171 property and/or grounds upon which the Property is located, caused by RSA, its agents,
172 successors, and assigns. RSA shall use bonded contractors to perform any remediation
173 work required by this section. Such remediation shall be completed promptly and in
174 accordance with all applicable laws. In no event shall RSA be responsible for remediation
175 of any hazardous substances on the Property or any part of the real property and/or grounds
176 upon which the Property is located, caused by the City, its agents, successors or assigns.

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178 7. MAINTENANCE & REPAIRS.

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180 a) RSA shall be responsible for maintaining the interior ceiling, walls, floor, and fixtures of
181 the Property. RSA shall maintain same in compliance with the City's Code.

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183 b) City will maintain the exterior of the building on which the Property is located and all other
184 improvements of the Property for which RSA is not responsible for maintaining, including,
185 but not limited to: pipes, doors, and windows in compliance with the City's Code.

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187 c) RSA will maintain the Property's lawn and landscaping (excluding all trees) and may make
188 improvements to the Property's landscaping if granted prior permission by City within the
189 area depicted as Area #1 on Exhibit "B" attached hereto. While not responsible for
190 maintenance of parking areas within Area #1, RSA will remove litter from the parking
191 areas in order to keep their appearance clean and attractive.

192
193 d) City will maintain the Property's trees, parking areas, and all other exterior portions of the
194 Property other than landscaping.

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196 e) RSA will notify City of any necessary repairs to the Property. Repairs will be performed
197 by City, if City, in its sole discretion, determines such repairs are necessary. Repairs are
198 recoupable by City from RSA if City determines RSA is at fault for damage necessitating
199 the repairs.

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201 8. ENTRY AND INSPECTION. City, its representatives, contractors and employees shall at
202 all times have free access to the Property for purposes necessary, incidental to or connected
203 with the performance or exercise of the City's governmental functions. In addition, at any
204 reasonable time, City may enter the Property personally or through a designated agent and

205 conduct an inspection to determine if RSA is complying with the provisions of this
206 Agreement. If such inspection reveals deficiencies, City may, but shall not be obligated to,
207 make such repairs or take any other action, as may be necessary to bring RSA into
208 compliance and recover the costs thereof from RSA. The Parties acknowledge that
209 associated costs shall be considered additional rent due immediately from RSA; failure by
210 RSA to pay these sums shall be grounds for termination of this Agreement.

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212 9. RSA shall not perform any alterations and/or improvements to the Property not specifically
213 identified within this Agreement. RSA has no power or authority to subject the City's
214 interest in the Property to liens of any kind against City's interest during this Agreement.
215 If any third-party files a lien, RSA, will release City's interest from the legal effect of such
216 lien. In such an event, all alterations or improvements on the Property shall become the
217 property of the City.

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219 10. INDEMNITY. RSA hereby covenants and agrees to indemnify and hold harmless City, its
220 board members, employees, consultants, attorneys and/or agents (collectively the "City
221 Related Parties,") from and against all liability, losses or damages, including attorneys' fees
222 and costs, at both the trial and appellate levels, which City and/or the City Related Parties may
223 suffer as a result of claims, demands, suits, causes of actions or proceeding of any kind or
224 nature arising out of, relating to or resulting from the performance or non-performance of this
225 Agreement by RSA or its employees, agents, servants, partners, principals or subcontractors.
226 RSA shall pay all claims and losses and shall investigate and defend (with legal counsel
227 acceptable to City) all claims, suits or actions of any kind or nature in the name of City where
228 applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's
229 fees and costs which may issue. Nothing herein shall be construed as a waiver by City of
230 sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida
231 Statutes.

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233 11. COMPLIANCE WITH LAWS. The right is hereby reserved by City to adopt, in addition
234 to the provisions herein contained within this Agreement and existing applicable
235 ordinances, any additional regulations as it shall find necessary in the exercise of its
236 powers. RSA shall conduct all operations hereunder in compliance with all applicable laws,
237 and shall not permit any violations of law to remain upon said Property.

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239 12. ASSIGNMENT. This Agreement shall not be assigned by RSA without the prior written
240 consent from City.

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242 13. RENEWAL. This Agreement shall renew automatically on a month-to-month basis until
243 terminated per the terms of Section 15 or Section 16 of this Agreement.

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245 14. NOTICE. As required for any purpose in this agreement, notice shall be addressed and
246 sent by certified U.S. Mail, return receipt requested to:

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250 City: City Clerk, City of Dunnellon
251 20750 River Drive
252 Dunnellon, FL 34431

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RSA: Rainbow Springs Art, Inc.
1201 W Beagle Run Loop
Hernando, FL 34442

258 15. DEFAULT AND TERMINATION. The failure of RSA to comply with any of the terms
259 of this Agreement, or to undertake or fail to undertake any action that causes a threat to the
260 public health, safety, or welfare shall be grounds for immediate termination of this
261 agreement. In the event of a default by RSA under this Agreement which default continues
262 longer than ten (10) days after the giving of written notice to RSA by City demanding that
263 the default be cured, City may terminate this Agreement and resume possession of the
264 Property immediately, or at its option City may take such action and expend such sums as
265 may be necessary to cure the default and charge it to the RSA. City shall also be entitled to
266 recovery of all attorney fees and costs associated with said default. In the event that RSA
267 files a protest of the City's notice of default within ten (10) days of receipt of said notice,
268 the City Council shall schedule a meeting to determine the reasonableness of City's
269 declaration of default and make a decision that shall be considered final and binding to the
270 Parties. In addition, the City may pursue any other remedy allowed by law.

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16. TERMINATION WITHOUT CAUSE.

274 a) Prior to expiration of the Agreement or any renewal, in the event the City Council
275 determines that it no longer serves a valid public purpose to lease the Property to RSA and
276 that public policy requires that the Agreement must be terminated, the City shall provide
277 RSA one hundred twenty (120) days written notice of its intent to terminate this
278 Agreement. If the City Council terminates this Agreement per this provision and such
279 termination is not due to RSA's breach of this Agreement, then any Rent paid in advance
280 shall be pro-rated as of the date of termination, with the balance refunded to RSA.

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b) Prior to expiration of the Agreement or any renewal, RSA may terminate the Agreement
prior to its expiration by giving the City at least one hundred twenty (120) days written
notice of its intent to terminate. If the RSA terminates this Agreement per this provision
and RSA is not in breach of this Agreement, then the Annual Rent shall be pro-rated as of
the date of termination, with the balance refunded to RSA.

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c) If the Agreement has renewed on a month-to-month-basis then either party may terminate this Agreement upon provision of thirty (30) days written notice of its intent to terminate.

17. REMEDIES CUMULATIVE. City's remedies under this Agreement are cumulative, and no one remedy shall be exclusive, in law or equity, of any other rights which City may have, and the exercise of one right or remedy shall not impair City's standing to exercise any other right or remedy.

18. COSTS AND FEES. In the event it is necessary for City to employ counsel to enforce the obligations of RSA hereunder, then RSA shall reimburse City for reasonable attorney fees so incurred, whether or not suit is filed; and if a legal action is commenced by either party, then at the conclusion of such action the prevailing party shall be entitled to recover its reasonable costs and attorney fees, in addition to any other relief granted.

19. WAIVER OF JURY TRIAL. RSA hereby waives all right to a jury trial in any action brought to enforce the terms of this Agreement or otherwise arising from this Agreement. RSA understands that, as a result of this waiver, any judicial action brought in connection with this Agreement shall be decided by a judge, and RSA shall have no right to request or require that the action be decided by a jury.

20. GOVERNING LAW. This Agreement shall be applied and construed in accordance with the Laws of Florida. Venue for any action hereunder shall be in Marion County, Florida. The courts of the State of Florida shall have jurisdiction to hear and decide any and all disputes which arise under this Agreement.

21. MODIFICATION. This Agreement may not be amended in any manner whatsoever, other than by written instrument signed by all parties hereto.

22. BINDING EFFECT. This Agreement shall be binding on, and inure to the benefit of, not only City and RSA, but also their respective successors and assigns.

23. SEVERABILITY. If any provision hereof is declared invalid or unenforceable, it shall be severed from this Agreement and the remainder of the Agreement shall continue in full force as if executed originally without the invalid portion.

24. ENTIRETY OF AGREEMENT. This Agreement sets forth the entire agreement of the parties; it takes precedence over all prior representations, negotiations and agreements, whether oral or written, which are deemed to have merged into this Agreement and have been extinguished to the extent not set forth specifically herein.

328 25. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has
329 accumulated in a building in sufficient quantities may present health risks to persons who
330 are exposed to it over time. Levels of radon that exceed Federal and State guidelines have
331 been found in buildings in Florida. Additional information regarding radon and radon
332 testing may be obtained from your County Health Department.

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336 **IN WITNESS WHEREOF**, the parties have caused their duly authorized officers to execute this
337 Agreement on the day and year first above written.

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City:

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CITY OF DUNNELLON, FLORIDA

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C. DALE BURNS, JR., MAYOR

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Date signed: _____

343 **ATTEST:**

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345 _____
AMANDA ROBERTS, CMC, CITY CLERK

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RSA:

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RAINBOW SPRINGS ART, INC.

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352 Witnesses:

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354 Print name: _____

JUNE JOHNSON, DIRECTOR

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Date signed: _____

356 Print name: _____

City of Dunnellon
Agenda Summary Form

Meeting Date: February 12, 2020

1. Responsible Department: City Administrator
2. Presenter: Dawn Bowne
3. Recommended Action: Consideration of Short Tower Way Amended Conceptual Parking Plan

Subject: Short Tower Way Conceptual Parking Plan

Request for Approval Summary Explanation & Background:

After further review of the approved conceptual design for paving improvements to Short Tower Way, staff made suggestions on a way to improve the zero buffer between the proposed improved road and surrounding property owner, Bland Music, before you make the turn and head west. Although the design can be developed as is, staff met with Roberts Funeral Home (surrounding property owner to the east) to see if they would be open to granting enough of an easement to allow the City to shift the design of the road to the east and create an improved radius as the road turns to the west.

Staff has worked with the City's engineer and provided specific options, including how much of an easement would be needed and the legal process for implementing such. The ideal easement is 35x70. (See attached markup on the original conceptual design).

Procurement Method:

Roberts Funeral Home as agreed to move forward if approved by City Council.

Fiscal Information:

Department Head Approval:

City Administrator Approval:

Attorney Review: Yes or No

City of Dunnellon
Agenda Summary Form

Meeting Date: February 12, 2020

1. Responsible Department: Police Department
2. Presenter: Chief McQuaig
3. Recommended Action: Authorize Application to the Office of Community Oriented Policing for COPS Grant

Subject: COPS Grant

Request for Approval Summary Explanation & Background:

The Office of Community Oriented Policing (COPS) has opened the grant application for the hiring of additional career law enforcement officers. There is a 25% local match requirement for the grant and grant funding will be based on current entry-level salary and benefits packages.

COPS grants will provide 75% funding for approved entry-level salaries and benefits for 3 years (36 months) for newly-hired, full-time sworn officer positions (including filling existing unfunded vacancies). In addition, there is no cap on the number of positions an agency may request, but awards will be limited to available funding. We will be asking for two officers.

At the conclusion of federal funding, grantees must retain all sworn officer positions awarded under the COPS grant for a period of 1 year (12 months). The retained COPS funded position(s) should be added to the grantee's law enforcement budget with state and/or local funds, over and above the number of locally-funded positions that would have existed in the absence of the grant.

Procurement Method:

Federal Grant

Fiscal Information:

To be provided by Chief McQuaig

Department Head Approval:

City Administrator Approval:

Attorney Review: Yes or No

City of Dunnellon
Agenda Summary Form

Meeting Date: February 12, 2020

1. Responsible Department: City Clerk
2. Presenter: Lonnie Smith
3. Recommended Action: Consideration of Application to Fill Vacancy on Planning Commission

Subject: Keith Baxter, Application for Planning Commission
John Pierpont, Application for Planning Commission

Request for Approval Summary Explanation & Background:

A summary of the application: Applicant, Keith Baxter, lists his home address as 11855 E. Blue Cove Drive, where he has resided part-time for 15 years. Mr. Baxter is available for regular and special meetings as required. Mr. Baxter provided a biographical profile to address the first four questions on the application (attached). He does not serve on any other boards, is a registered voter, does not hold a public office and is not employed by the city. Mr. Baxter owns property in the city limits and has maintained ownership for at least three years. The property address, as provided above, is in the city limits. Mr. Baxter owns a business in the city limits and has done so for at least three years. Noted as having owned for 20 years. The business is listed as Rainbow 484, LLC, located at 19783 & 19773 E. Pennsylvania Ave., which is leased to “Swampys” restaurant of which Mr. Baxter is not the owner. Mr. Baxter states he will be a valuable asset to the Planning Commission as he brings significant experience, knowledge and understanding, as well as additional perspective. Mr. Baxter is willing to take online courses on ethics and Sunshine Law.

A summary of the application: Applicant, John Pierpont, lists his home address as 21429 Palatka Drive, where he has resided for 28 years. Mr. Pierpont is available for meetings at 5:30 p.m. and most times for meetings earlier in the day. He states he has operational and business background in the utility sector, former district manager and business development manager for Progress Energy. He states he does not have knowledge and experience in technical codes such as design professional, contractor or building industry. Mr. Pierpont states in the biographical profile he is very familiar reading engineered drawings, primarily in the electric business. As a lineman and district manager, he had the responsibility of local construction which included new service blueprints and engineered plans were part of the every day job. Mr. Pierpont lists relevant skills, experience or knowledge as being a business owner, operational manager responsible for local electric construction, and holds a B.A. in Business Administration. No resume attached. He does not serve on any other boards, is a registered voter, does not hold public office and is not employed by the city. Mr. Pierpont owns property in the city limits and has owned same for at least three years. The address of the property is 21426 Palatka Drive. He owns a business, Pierpont and McLeland, LLC for which the mailing address is same as property owned. Additionally, Mr. Pierpont states he is a long-term resident interested in the growth and management of the city.

Procurement Method: N/A

Fiscal Information: N/A

Department Head Approval: Lonnie Smith

City Administrator Approval:

Attorney Review: Yes or No

Brief Biographical Profile

(Attachment to Planning Commission Application, 2-5-2020)

A strong appreciation for our natural environment was developed at an early age, as my family took camping vacations each summer to national and state parks that eventually encompassed all 48 contiguous states. In college, the "sciences of nature" were studied to earn a dual Biology/Chemistry degree with honors, which also included courses in statistics, physics, calculus, biochemistry and psychology.

Upon graduation, with money saved working multiple jobs during college, a foreign auto parts business was started while simultaneously working as a job cost estimator in the construction industry. For one year, this work provided experience bidding projects from blueprints, doing Energy Efficiency Code calculations, and visiting construction job sites.

Within the first 7 years, the foreign auto parts business grew to 5 locations, 30 delivery vehicles, 50 employees, and millions in sales. Significant and wide-ranging experience was gained in: 1). finance by doing corporate tax returns, employment tax returns such as worker's compensation, unemployment insurance, payroll withholding and social security, and completing applications for bank loans, 2). the law regulating zoning and uses, the management of employees, general business practices and liability, and programs such as worker's compensation and unemployment, and 3). insurance for employee health, property, business liability, and delivery vehicles.

In 1991, a shift into commercial real estate was made with the purchase of a warehouse. As more warehouses, as well as retail "strip centers" were purchased, a working knowledge was gained of zoning, building codes, and other applicable government regulations, such as the proper documentation and disposal of certain wastes from repair and manufacturing businesses.

With the purchase of the "Swampy's property" **20** years ago, familiarity with Dunnellon's zoning codes began while working with Jackie Leonard and later, Harold Horne, who expressed a vision for the city that included new parks and business development. Finally, in 2015, the oceanfront Harbor Point Condominium on Singer Island - a 37-unit "Old Florida" condo built in 1957 that was literally crumbling - was sold for demolition and redevelopment. As the condo president during the \$15 million sale, numerous zoning and code requirements were evaluated and satisfied, such as concurrency, basic and earned density, easements, oceanfront setbacks, and environmental requirements such as the restoration and replanting of sand dunes.

To summarize, I have 40 years of experience in business and zoning issues in residential, multi-family, commercial and industrial properties - first as a small business tenant and later as an owner of properties.

RESOLUTION #RES2020-04

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF DUNNELLON, FLORIDA AMENDING THE NON-RESIDENT DAILY USER FEE FOR THE USE OF “CHAPLIN A. DINKINS, III MEMORIAL PARK,” ALSO KNOWN AS “CITY BEACH”; PROVIDING FOR CONFLICTS, SEVEERABILITY AND AN EFFECTIVE DATE.

Whereas, the City Council of the City of Dunnellon passed Ordinance No. 00-11 authorizing the assessment of a user fee for the use of Chaplin A. Dinkins, III Memorial Park (“City Beach”); and

Whereas, the City Council of the City of Dunnellon incorporates the legislative findings of Ordinance No. 00-11 herein; and

Whereas, the City Council has determined that it is necessary to charge a user fee for entrance into City Beach to ensure implementation of a fiscally responsible operational plan; and

Whereas, the City Council previously adopted #RES2018-39 which established user fees for entrance into City Beach for City of Dunnellon residents and non-residents; and

Whereas, the City Council desires to amend user fees for non-residents as specified within this resolution; and

Whereas, the City Council of the City of Dunnellon has heard, discussed, accepted public comment and considered a revised daily user fee for non-residents of the City; and

Whereas, the City Council has determined that a change in the daily user fee for non-residents would be beneficial to the City and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNNELLON AT IT’S REGULARLY HELD MEETING HELD ON THE 17TH DAY OF FEBRUARY 2020, AS FOLLOWS:

1. **Finding.** The City Council does hereby find, based upon information presented to the City Council in a public meeting, that regulation of City Beach is desirable for the safety and well being of the community as a whole.
2. **User Fee.** A user fee of Two Dollars (\$2.00) per person, per day for City of Dunnellon residents and non-residents is hereby established for entrance into City Beach. Children under the age of six (6) years shall be exempt from said user fee.
3. **Annual Pass.** An individual annual pass for daily entry into City Beach is hereby established for City of Dunnellon residents who show photo identification with their name and address in the amount of Twenty Dollars (\$20.00). Each residence (property owner or tenant, not

both) located within the City of Dunnellon is entitled to two free annual passes per address/parcel/unit.

An individual annual pass for daily entry into City Beach is hereby established for non-residents who show photo identification with their name and address in the amount of Forty Dollars (\$40.00). Children under the age of six (6) years shall be exempt from said user fee.

Each individual annual pass will be valid for a period of one year beginning on October 1st and shall expire on September 30th the following year. Presentation of an individual annual pass will provide the presenter with daily entrance into the Park.

4. **User Fee Dates.** The City of Dunnellon shall collect the daily user fee established herein for entrance into City Beach every day, 365 days per year.

5. **Volunteer Program.** The City Administrator is authorized to develop a volunteer program for City Beach along with guidelines for the program in furtherance of the operational plan and is hereby granted authority to utilize a free pass incentive system to do so.

6. **Rules and Regulations.** The City Administrator shall establish rules and regulations for use of City Beach in furtherance of the operational plan for City Beach, this Resolution, and Ordinance No. 00-11.

7. **Conflicts.** All resolutions and parts of resolution in conflict with this resolution are hereby repealed.

8. **Severability.** If any portion of the Resolution shall be declared unconstitutional or if the applicability of this Resolution or any portion thereof to any person or circumstances shall be held invalid, the validity of the remainder of this Resolution and the applicability of this Resolution, or any portion thereof to other persons or circumstances, shall not be affected thereby.

9. **Effective Date.** This Resolution shall take effect immediately upon its final adoption.

ATTEST:

CITY OF DUNNELLO, FLORIDA

Amanda L. Roberts, CMC
City Clerk

By: _____
C. Dale Burns, Jr. Mayor
Date: _____

Approved as to form:

Andrew Hand, City Attorney